



Request for Offer 12-89349

Children's Medical Services Network (CMS Net)
Application Technical Support and Maintenance Services (ATS&MS)

MSA Category II – Subcategory II.A, II.B, and II.C Project Development, System Support

Department of Health Care Services
Systems of Care Division / Children's Medical Services
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A. Procurement Purpose and Description of Services

Children's Medical Services intends to make a single contract award to the Respondent that DHCS believes can best meet its needs.

The Respondent selected as a result of this selection process must address and be able to perform all services described in the section entitled, "Scope of Work".

Compensation for services performed under the resulting contract shall be on a cost reimbursement basis not to exceed the contract total.

B. Contract Term

The term of the resulting agreement is expected to be 12 months and is anticipated to be effective from May 1, 2013 through April 30, 2014. The agreement term may change if DHCS makes an award earlier than expected or if DHCS cannot execute the agreement in a timely manner due to unforeseen delays. The term of the resulting agreement may be extended through the initiation of a formal amendment if DGS exercises a discretionary extension to the Master Agreement. Additionally, a no cost term extension may be implemented by way of a formal amendment to allow completion of all services provided such extension does not exceed the duration allowed in the Master Agreement.

The resulting contract will be of no force or effect until it is signed by both parties and approved by DGS, if required. Prospective respondents are hereby advised not to commence performance until all approvals have been obtained. Should performance commence before all approvals are obtained, said services may be considered to have been volunteered if all approvals are not obtained.

C. Key Dates

Below is the tentative time schedule for this informal selection process. It is recognized that time is of the essence. All prospective Respondents are advised of the following time schedule.

Event	Date / Time (If applicable)
Anticipated RFO release date	January 2, 2013
Responses due	Friday February 15th, 2013 by 5:00 p.m.
Oral interviews (if held)	To be announced via email, fax, telephone, or in writing if deemed necessary during the week of February 18th, 2013
Proposed Contract start date	May 1, 2013
Anticipated end date	April 30, 2014

D. Questions

Immediately notify DHCS if clarification is needed about the services sought or if a potential Respondent firm has questions about the RFO instructions or requirements.

Put all questions in writing, label them as shown here and transmit them electronically to the following email address:

Questions – RFO – 12-89349

Mailto: brian.kentera@dhcs.ca.gov.

E. Scope of Work

See Attachment 1 entitled, "Scope of Work" included in the Contract Attachments section of this RFO. Attachment 1 contains a detailed description of the services and work to be performed as a result of this selection process.

F. Response Format and Content Requirements

1. General instructions

- a. Before submitting a response, seek timely clarification of any requirements or instructions that are believed to be vague, unclear or are not fully understood.
- b. Carefully read and familiarize yourself with the enclosed Respondent / Bidder Declaration Instructions (Exhibit 8, page 2). This exhibit is enclosed to fulfill a DGS Procurement Division requirement. This RFO is not a competitive solicitation and DHCS understands some terms outlined in said exhibit do not apply to this solicitation. By submitting a response to this RFO, the Respondent acknowledges that it has read Exhibit 9.
- c. In preparing a response, the narrative descriptions and explanation should be straightforward, detailed and precise. DHCS will measure the value of a response by its quality, not its volume, packaging or colored displays.
- d. Arrange for the timely submission of the response. Do not wait until shortly before the deadline to transmit the response to DHCS.

2. Format requirements

- a. Format the narrative portion of the response as follows:
 - 1) Use one-inch margins at the top, bottom, and both sides.
 - 2) Use a font size of not less than 11 points.

3. Content requirements

This section specifies the order and content of each response. Assemble the materials in each response set in the following order:

a. Response Cover Page

A person authorized to bind the Respondent is to sign the Response Cover Page (**Exhibit 0**). If the Respondent is a corporation, a person authorized by the Board of Directors to sign on behalf of the Board is to sign the Response Cover Page.

b. Table of Contents

Include a Table of Contents that identifies each Response section and the contents therein. Paginate all items in each section excluding items placed in the Forms Section and Appendix Section.

c. Response Summary

The summary is not to exceed one (1) page in length. Reviewers may not review excess pages.

In preparing the Response Summary, do not simply restate or paraphrase information in this RFO. Describe or demonstrate, in the Respondent's own words, the following information.

- 1) An understanding of DHCS' needs.
- 2) How the Respondent will integrate DHCS' project into its current obligations and existing workload.
- 3) The Respondent's commitment to perform the services in an efficient and timely manner.

d. Capability Description

- 1) Describe the experience possessed by the responding firm that is most relevant and/or related to the services described in the DHCS' Scope of Work. Focus on experience that has occurred most recently (i.e., within the past five years) and/or was performed for a California government entity.
- 2) Describe any experience possessed by the responding firm that it believes is most similar in nature, scope, and complexity.
- 3) Identify three client references serviced by the Respondent in the past five years that can confirm their satisfaction with the Respondent's services and confirm the timeliness and effectiveness of the services and/or deliverables provided. Use the Client Reference form (Exhibit 3) for this purpose. **Place the completed Client Reference (Exhibit 3) form in the Forms section of the response.**

e. Statement of Work Description

- 1) Overview
 - a) DHCS is interested in responses that offer organized, comprehensive and technically sound business solutions. Vague explanations of functions, deliverables, methods or approaches may result in reduced ratings.
 - b) To the extent possible, the Statement of Work is to include a detailed description of the functions, activities, and methodology that will be used to perform the services.

If the nature of a function or activity hinders discussion of in-depth functions or methods (e.g., a task is dependent upon a future action or multiple approaches will be considered), explain the probable methods that will be used or considered. Also, describe, in this instance, how the Respondent will propose the ultimate plans or strategies to DHCS for consideration and approval before proceeding to carry out those aspects of the project.

- 2) Rejection, reduction, or substitution of functions or activities
 - a) If full funding does not become available, is reduced, or DHCS determines that it does not need all services described in this RFO; DHCS reserves the right to either cancel the agreement or offer an amended contract for reduced services.

- b) If the Respondent's Statement of Work proposes to utilize methods, functions, or activities known by DHCS to be ineffective or determined to be unacceptable, DHCS reserves the right to require the substitution of comparable or alternate items (e.g., methods or approaches, functions, activities, or deliverables, etc.) that can be performed by similar/alternate classifications and remain within the total proposed contract cost. It is understood that a formal amendment may be needed to facilitate the substitution of alternate items that result in a modification of the proposed classifications and/or number of labor hours.
- 3) Statement of Work
- a) Use **Exhibit 5** to describe the services to be performed. Like or similar electronic versions of the DHCS supplied exhibit may be developed for submission with a response. Use as many pages as are necessary to fully detail the Respondent's Statement of Work for the entire contract term.
 - b) Project overview
 - i. Briefly, explain or describe the overall approach and/or methods that will be used to accomplish DHCS' Scope of Work.
 - ii. If applicable, explain what is unique, creative, or innovative about the proposed approaches and/or methods or solutions offered.
 - iii. If, for any reason, the Statement of Work does not or cannot not address all Scope of Work requirements explain the omissions.
 - c) Project assumptions
 - i. Indicate the assumptions made by the Respondent in developing the Statement of Work in response to DHCS' service needs.
 - ii. For each assumption listed, explain the reasoning or rationale that led to the assumption.
 - d) Performance details
 - i. Identify each activity/task and function that will be performed. Identify sub-items as applicable. List these in the order they are likely to occur.
 - ii. Indicate who will have primary responsibility for performing each major activity/task or function (i.e., classification title and name of Respondent's personnel (if known) and/or subcontracted personnel).
 - iii. Include a projected performance time line for each major activity/task, function, or deliverable.

Indicate the approximate beginning and ending month and year. If an activity/task or function will only occur in one state fiscal period or year, indicate the beginning and ending month and year. Changes to the projected time line are subject to DHCS approval after the contract is executed.

If desirable, in addition to indicating approximate start and end dates, Respondent's may use other terms such as start-up, on-going, continuous, turn-

over, quarterly, etc. to describe the performance time lines. If such terms are used, Respondent's are to define the meaning of each unique term.

If DHCS' Scope of Work contains timelines or due dates for specific activities/tasks, functions, or deliverables, indicate if the stated time lines can or cannot be met. If DHCS' desired timelines cannot be met indicate why and propose an alternate time line to meet DHCS' needs. Alternate timelines proposed by a Respondent are subject to advance approval by DHCS.

- iv. Identify any deliverables that the Respondent intends to submit to DHCS to prove successful completion of each major activity/task or function.

As applicable, identify the key events or outcomes that will signify or validate task completion or identify the tangible items (deliverables) that will result at the conclusion of the various tasks/activities or functions. Examples of tangible deliverables include but are not limited to: reports, designs, documentation, drafts, files, handbooks, illustrations, lists, manuals, materials, outlines, products, proposals, plans, procedures, publications, written recommendations, etc.

Indicate the anticipated completion dates or a time frame for submitting each identified tangible deliverable e.g., final report to be submitted within 30 calendar days of the contract end date.

- v. If applicable, identify any additional Contractor responsibilities addressed in the Statement of Work that the Respondent believes are necessary to ensure successful performance but were omitted from DHCS' Scope of Work. If DHCS' Scope of Work contained no omissions, indicate this as well.

Likewise, identify the extent and nature of cooperation or assistance needed from DHCS to ensure successful project completion i.e., facility/system/data access, preliminary reviews, system testing, etc. If no DHCS cooperation or assistance is needed, indicate this as well.

f. Project Staffing

1) Project Staffing section content

- a) Include a discussion of how the number of projected personnel, projected labor hours, and proposed duties and responsibilities are sufficient to accomplish all service requirements in a successful and timely manner.
- b) If the Respondent proposes to staff DHCS' project with a Senior Project Manager or Project Manager, the Respondent must include a copy of each staff person's current PMP certification issued by the Project Management Institute (PMI). This certification requirement also applies to subcontractors when applicable. **If applicable, place a copy of each person's PMP Certification in the Appendix section of the response.**
- c) Include a one-two page resume for each person that is assigned to perform services to accomplish DHCS' Scope of Work. Follow the instructions and Resume format displayed in **Exhibit 6** to meet this requirement. **Place each Resume in the Appendix section of the response.**

To the extent possible, resumes are not to include personal or sensitive information such as a social security number, home address, home telephone number, personal

cellular phone number, home/personal email address, marital status, sex/gender, birth date, age, or other personal data that is not needed to determine a person's education achievement or employment experience.

2) Changes to proposed staffing

- a) Personnel and/or subcontractors proposed for use in response to this RFO shall not be changed during the selection process or prior to contract execution.
- b) The pre-identification of personnel including subcontractors in an RFO response does not negate DHCS' right to approve personnel or staffing selections or changes made after the contract award.
- c) If an identified staff person becomes ill, resigns, or is otherwise unable to continue performance, the Respondent is obligated to diligently to locate a suitable replacement in a timely manner. If a staff replacement is necessary, the Respondent has the responsibility for ensuring that replacement staff meet the qualifications requirements established by DGS in the Master Agreement. DHCS reserves the right to approve the selection of replacement staff and reserves the right to amend the contract, if necessary, to modify the labor classification(s) and rates accordingly to match those of the substituted personnel.

g. Cost Worksheets

1) The Cost section will consist of one or more Cost Worksheet Forms (**Exhibit 1**).

2) General information and completion guidelines

- a) The Cost Worksheet(s) should be either typewritten or completed in ink. Errors, if any, should be crossed out and corrections should be printed in ink or typewritten adjacent to the error. The person who signs the Cost Worksheet Form should initial all corrections preferably in blue ink.
- b) DHCS will accept like images or computerized reproductions of the Cost Worksheet Form included in the RFO provided all data fields are present.
- c) All hourly rates must be multiplied by the projected number of labor hours and totaled. The wage rates offered in response to this RFO may not exceed the rates and allowable adjustments (if any) indicated in the Respondent's Master Agreement with DGS. Check all math computations before submitting your Cost Worksheets.
- d) When completing the Cost Worksheet Form, project all anticipated labor costs to perform all services for the entire contract term.

This is a firm fixed price offer. All services rendered under the resulting agreement are on a firm fixed price basis and the Contractor is responsible for performing all tasks and responsibilities and providing all deliverables identified in the resulting agreement, at the rates and total price offered, regardless of any difference in the actual number of hours required to perform the work and those estimated in response to the RFO.

3) Completion instructions

When completing the Cost Worksheets (**Exhibit 1, 1a, 1b and 1c**) include the data identified below on each worksheet.

Services crossing more than one category and/or subcategory - If the services to be performed will cross more than one Master Agreement category and/or subcategory, separate and distinct Cost Worksheets must be collected for each category/subcategory. Additionally, a Cost Worksheet Summary (**Exhibit 1**) must be completed that lists the total costs of each Cost Worksheet as well as a combined total cost.

a) Project Category

Identify the applicable DGS project category.

b) Subcategory Letter (A-D)

Identify by alpha letter the applicable project subcategory.

c) Job Classification / Title Identification

Identify each proposed personnel classification (as designated in the DGS Master Agreement)

d) Number of Hours

Project an estimated number of labor hours required for each classification. If separate Cost Worksheets are present, Respondents must project their labor hours per budget period or state fiscal year.

e) Hourly Rate

Identify the hourly wage rate for each classification.

f) Extended Cost

Multiply the projected number of labor hours by the stated labor rate and enter the extended amount.

g) Brief identification of the Tasks, Functions, or Deliverables for the identified classification

Briefly identify the tasks, functions, and/or deliverables that are proposed to be accomplished by the identified classification. To the extent possible and with the exception of the Unanticipated Cost category, the tasks, functions, and deliverables identified on the Cost Worksheet should relate to entries on the Respondent's Statement of Work.

h) Anticipated Labor Costs Subtotal

Tally the projected labor costs.

i) Unanticipated Labor Costs

Project a simple total cost for unanticipated tasks as discussed in DHCS' Scope of Work or the Respondent's Work Plan. Include a narrative explanation showing how the total unanticipated labor cost was determined i.e., classifications, estimated labor

hours multiplied by given classification rates. Work Authorizations will be required to obtain approval for unanticipated work and labor hours.

As noted on the Cost Worksheet, specific classifications and specific projected labor hours need not be identified for unanticipated tasks, however, the total cost of unanticipated labor hours cannot exceed ten percent (10%) of the total anticipated labor costs shown on the Cost Worksheet.

Actual labor costs will be reimbursed at hourly rate quoted on the Cost Worksheet for a given job classification. In the event unanticipated tasks must be performed by a job classification not identified on the Cost Worksheet, the hourly rate paid shall be the wage rate appearing for that classification in the Respondent's DGS Master Agreement.

j) Cost Worksheet Total

Enter the combined total of all project costs including anticipated labor, unanticipated labor, and travel costs (if allowed) on each individual Cost Worksheet.

- 4) **Cost Worksheet Summary (Exhibit 1)** – Completion of this form is self-explanatory. This document must individually itemize the total costs offered for each Cost Worksheet that is present in a response and must reflect a grand total of all projected costs for all work in all categories and subcategories.

If this RFO contains multiple separately labeled Cost Worksheets (i.e., Exhibit 1A, Exhibit 1B, etc.) and a response does not include a separate Cost Worksheet for each category and/or subcategory, the response may be disqualified. Respondents are reminded to offer costs for all work outlined in the Scope of Work. It is not acceptable to return a single Cost Worksheet when multiple Cost Worksheets are required. State policies require DHCS to collect separate Cost Worksheets for each service category/subcategory.

h. Appendix Items

- 1) Submit a complete Copy of Respondent's Master Agreement with DGS

Include a full copy of the original and all subsequent amendments to the Master Agreement entered into between the Respondent's firm and DGS.

- 2) Personnel Resumes

Include a one-two page resume for each person assigned to perform services under the resulting contract. Follow the Resume attachment format supplied in **Exhibit 6**.

- 3) PMP Certificate (If applicable)

If the Respondent proposed to staff DHCS' project with a Senior Project Manager or Project Manager, include a copy of each staff person's current Project Management Professional (PMP) certificate issued by the Project Management Institute (PMI).

- 4) Proof of corporate status (If applicable)

If the Respondent is a Corporation, submit a copy of the responding firm's most current Certificate of Status issued by the State of California, Office of the Secretary of State or submit a downloaded copy of the responding firm's on-line status information from the

California Business Portal website. Submit an explanation if this documentation cannot be submitted by the response deadline. Unless otherwise specified, do not submit copies of the Respondent's firm's Bylaws or Articles of Incorporation.

- 5) Proof of Small Business and/or Disabled Veteran Business Enterprise Certification (If applicable)

If the Respondent is a currently certified small or micro business or Disabled Veteran Business Enterprise (DVBE), include a copy of the certification letter issued by DGS. If the letter cannot be supplied, please include a printout from DGS's Small Business Bidsync certification website to prove the Respondent's current active status.

i. Forms section

Required Documentation	Submission Instructions
Business Information Sheet (Exhibit 2)	Completion of this form is self-explanatory.
Client References (Exhibit 3)	Identify three client references serviced by the Respondent that can confirm their satisfaction with the Respondent's services and confirm the timeliness and effectiveness of the services and/or deliverables provided. List the most recent client first. If three prior clients cannot be identified, explain why in the space provided on the form.
Payee Data Record (Exhibit 4)	Complete and return a Payee Data Record <u>only</u> if the Respondent's firm has not previously had a contract with the Department of Health Care Services. If the department name was similar but different e.g. Department of Health Services or there is any uncertainty, complete and return the form.
DVBE Participation Confirmation (Exhibit 7)	Applicable only to non-DVBE respondents. When responding to DGS' RFP, MSA contractors were required to commit a minimum of 3% DVBE participation for each contract established with a State department using the IT Consultant MSA. Use Exhibit 7 to identify each DVBE that will be used, their percentage of use, the commercially useful functions they will perform, and their current DGS reference or certification number.
Respondent / Bidder Declaration (Exhibit 8)	Completion of this document is self-explanatory. Instructions appear on Page 2.

G. Electronic Submission Instructions

1. Assemble one set of documents comprising the entire response in an electronic format. The electronic response may consist of one single document or multiple separate documents. It is preferred that the electronic documents be in Microsoft Word (.doc) or Adobe Portable Document Format (.pdf). The documents received in electronic form do not need electronic signatures and may be submitted without a signature.
2. Label the response as shown and transmit the electronic copy of the response to the following email address:

Response to RFO 12-89349

Mailto: brian.kentera@dhcs.ca.gov.

3. The designated email recipient must receive the electronic copy of the supplier's response by **5:00 p.m. on February 15th, 2013**. Late receipt of a response may cause DHCS to deem a respondent nonresponsive.

H. Response Review and Selection process

A multiple stage process will be used review and/or rate responses. DHCS may reject any response found to be nonresponsive at any stage of review.

1. Stage 1 – Acceptance

- a. Shortly after the submission deadline, DHCS staff will convene to review each response for initial responsiveness to the RFO requirements (e.g., timeliness and completeness).
- b. If deemed necessary, DHCS may collect additional documentation (i.e., missing forms, missing appendix items, missing data from RFO forms, etc.) to enable initial responsiveness to the RFO requirements.

2. Stage 2 – Response review/rating

- a. Responses that appear to meet the initial RFO requirements and contain the required documentation will be submitted to a review team.

Reviewers will individually and/or as a team review and compare all responses to one another and assign a numeric score or ranking to each response based on its adequacy, thoroughness, and the degree to which the offered solution best meets the funding Program's needs and represents the best value to DHCS.

- b. Reviewers will use the following scoring system to assign points. Following this chart is a list of the considerations that reviewers may take into account when assigning points to a response.

Points	Explanation of rating or point assignment
35	Respondent Capability
20	Client References
60	Statement of Work Adequacy
40	Project Staffing Adequacy
40	Project Cost
40	Oral Interviews (if held and weighted)

- c. In assigning points, the rating team may consider issues including, but not limited to, the extent to which one response, compared to another response:
 - 1) Lacks information, depth or breadth, or lacks significant facts and/or details, and/or
 - 2) Contains weaknesses, defects or deficiencies, and/or
 - 3) Demonstrates a complete understanding of DHCS' needs and the services sought
 - 4) Adequately illustrates the Respondent's capability to perform all services and meet all SOW and performance requirements, and/or

- 5) Will contribute to the achievement of DHCS' goals and objectives if implemented, and/or
- 6) Demonstrates the Respondent's capacity and/or commitment to exceed regular service needs (i.e., offers enhanced or advanced features, approaches, or methods; offers creative or innovative business solutions).

3. Stage 3 – Optional oral interview

DHCS may choose to interview the top two (2) highest ranking Respondents. Additional respondents may be interviewed depending on the total number of responses received. DHCS may, at its discretion, choose not to conduct interviews. Interviews, if held, may be in-person, via telephone or teleconference, etc. The purpose of the interview, if held, is to confirm or assess:

- a. The Respondent's understanding of DHCS' needs and the project importance.
- b. The Respondent's commitment to provide timely and effective services.
- c. The capabilities and strengths of the Respondent's management team.
- d. The soundness and strengths of the Respondent's approach to accomplish the objectives and manage the project to ensure successful completion of all SOW requirements.

If DHCS chooses to conduct interviews, the length of each interview should not exceed 2 hours. DHCS anticipates that interviews will be held in Sacramento during the week of February 18, 2013. In addition to the Respondent's official authorized representative(s), DHCS requires the presence of the primary and/or key project personnel to attend the interview. As applicable, DHCS will communicate the specific interview requirement information to the affected Respondents via mail, email, telephone, or fax.

I. Selection Requirements and Information

1. Nonresponsive offers

In addition to any condition previously indicated in this RFO, the following occurrences **may** cause DHCS to deem a response/offer nonresponsive.

- a. Failure of a Respondent to comply with the RFO response content or submission instructions.
- b. Receipt of a Statement of Work that is conditional, materially incomplete or defective.
- c. DHCS' discovery, at any stage of the selection or upon contract award, that the winning Respondent is unwilling or unable to comply with the contract terms, conditions, attachments, or exhibits cited in DGS' Master Agreement, this RFO, or the resulting contract.

2. DHCS rights

In addition to any rights discussed elsewhere in this RFO, DHCS reserves the following rights.

- a. RFO corrections - DHCS reserves the right to do any of the following up to the response submission deadline:
 - 1) Modify any date or deadline appearing in this RFO or the RFO Time Schedule.

- 2) Issue clarification notices, addenda, alternate RFO instructions, attachments/forms, etc.
- 3) Waive any RFO requirement or instruction for all respondents if DHCS determines that the requirement or instruction was unnecessary, erroneous, or unreasonable. If deemed necessary by DHCS, DHCS may also waive for all respondents any unnecessary, erroneous, or unreasonable RFO requirement or instruction that is detected after responses received or during the review process.

b. Response rejection

DHCS, at its sole discretion, reserves the right to reject any response containing price elements that exceed the anticipated funding limit(s) indicated by DHCS in its RFO cover letter, RFO, or other communication.

DHCS, at its sole discretion, reserves the right to reject any response submitted by a firm that has been decertified or ineligible for a contract by a State or Federal agency. This includes firms that are no longer in good standing or not qualified to conduct business in California.

c. DHCS, at its sole discretion, reserves the right to collect, by hand delivery, fax, email, mail or other method, the following information.

- 1) Information or data omitted from a response or required exhibit/form.
- 2) Information/material needed to clarify or confirm statements/claims made by the Respondent in their response.
- 3) Information/material or form/attachment needed to correct or remedy an immaterial defect in a response.

d. Immaterial deficiency

- 1) DHCS may waive any immaterial deficiency in any response and allow the Respondent to remedy those deficiencies. DHCS reserves the right to use its best judgment to determine what constitutes an immaterial deficiency.
- 2) DHCS' waiver of an immaterial deficiency in a response shall in no way modify this RFO or excuse a Respondent from full compliance with all RFO requirements.

e. Correction of clerical or mathematical errors

- 1) DHCS reserves the right, at its sole discretion, to overlook, correct, or require a Respondent to remedy any obvious clerical or mathematical errors occurring in the response or on the Cost Worksheet Form.
- 2) Respondents may be required to submit a revised Cost Worksheet Form if the correction of a mathematical error results in an alteration of any costs, figures, calculations, annual cost, or total cost offered.
- 3) If a mathematical error occurs in a total or extended price and a unit price is present, DHCS will use the unit price to settle the discrepancy.

f. Right to remedy errors

DHCS reserves the right to remedy errors caused by DHCS office equipment malfunctions, negligence by DHCS staff, or natural disasters (i.e., floods, fires, earthquakes, etc.).

g. No contract award or RFO cancellation

The issuance of this RFO does not constitute a commitment by DHCS to award a contract. DHCS reserves the right to reject all responses and to cancel this RFO if it is in the best interests of DHCS to do so.

h. Contract amendments after award

DHCS reserves the right to amend the resulting contract as needed after DHCS makes a contract award to extend the term, alter the annual or total contract amount, alter the number of labor or project hours, alter/substitute comparable personnel (staff) and/or classifications, and/or expand/alter the service description provided the amendment does not alter the original goal, purpose, or scope of the services procured.

i. Staffing changes after contract award

DHCS reserves the right to approve or disapprove changes or substitutions in personnel that occur after DHCS awards the contract.

3. Contract award

- a. Award of the contract, if awarded, will go to the Respondent that offered the best value solution and received the highest scored response.
- b. DHCS will email or verbally notify the chosen firm of its selection.
- c. Following the contract award losing respondents may submit a request to the funding Program to receive a copy of any or all Respondent offers and scoring / evaluation tools/forms. Response copies will be redacted to remove information deemed by DHCS to be personal, sensitive or confidential. DHCS does not grant requests for debriefing discussions with losing respondents.

4. Verification of Respondent information

By submitting a response, Respondents agree to authorize DHCS to:

- a. Verify any and all claims made by the Respondent including, but not limited to verification of prior experience and possession of certifications or other RFO requirements, and
- b. Check any client reference identified by a Respondent or other resources known by DHCS to confirm the Respondent's business integrity and history of providing effective, efficient, and timely services.

5. Appeals

California law does not authorize appeals in relation to informal Master Agreement selection processes. The selection decision of DHCS is final and unappealable.

J. Contract Terms and Conditions

1. Loss Leader Clause

It is unlawful for any person engaged in business within this state (California) to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.

2. Other Terms and Conditions

In addition to the terms and conditions appearing in the winning Respondent’s Master Agreement with DGS, the winning Respondent must enter a written contract that may contain portions of the Respondent’s response (i.e., Cost Worksheet(s), Statement of Work, Resumes, etc.), standard contract provisions, the contract form, and the attachments identified below. Other attachments, not identified herein, may also appear in the resulting contract.

A Respondent’s unwillingness or inability to agree to the proposed terms and conditions shown below or contained in any attachment identified in this RFO may cause DHCS to deem a Respondent ineligible for an award.

The attachments identified below illustrate many of the terms and conditions that may appear in the final agreement between DHCS and the winning Respondent. Other terms and conditions, not specified in the attachments identified below, may also appear in the resulting agreement. Some terms and conditions are conditional and may only appear in an agreement if certain conditions exist (i.e., contract total exceeds a certain amount, federal funding is used, etc.).

In general, DHCS will not accept alterations to DHCS’ Scope of Work and the IT Federal Terms and Conditions and may not accept proposed alterations to the Agency Special Provisions offered by a prospective contractor.

3. Sample contract forms / attachments

Attachment Label	Attachment Name
a. Attachment 0	Standard Agreement (face sheet)
b. Attachment 1	Scope of Work
c. Attachment 1A	Placeholder for Statement of Work (to be extracted from Contractor’s response and reformatted)
d. Attachment 2	Payment Provisions and Cost Worksheets
e. Attachment 3	Agency Special Provisions
f. Attachment 4	Placeholder for Resumes (to be extracted from Contractor’s response and reformatted).
g. Attachment 5	DVBE Utilization Report
h. Attachment 6	IT Federal Terms and Conditions
i. Attachment 7	HIPAA Business Associate Addendum
j. Attachment 8	Information Confidentiality and Security Requirements
k. Attachment 9	Service Level Agreement

4. Unanticipated tasks

This provision does not apply to services that are solicited on a firm fixed price basis.

In the event unanticipated tasks or additional work must be performed that is not specified in this RFO or in the Respondent's Statement of Work, but in DHCS' opinion is necessary to successfully and wholly complete the Scope of Work, DHCS may authorize the performance of such tasks via the initiation and approval of Work Authorizations as discussed in the Scope of Work. Additional or expanded services outside the scope of the original RFO and not covered by the costs projected for unanticipated tasks may only be added to the resulting contract by formal amendment. DHCS also reserves the right to extend the term of the resulting contract as allowed in the DGS Master Agreement to enable the completion of all tasks (anticipated and unanticipated).

5. Resolution of language conflicts (RFO vs. final agreement)

If an inconsistency or conflict arises between the terms and conditions appearing in the final contract and the proposed terms and conditions appearing in this RFO, any inconsistency or conflict will be resolved by giving precedence to the final contract.